

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>In re:</b>	)	
	)	
<b>SHOOK &amp; FLETCHER</b>	)	
<b>INSULATION CO.</b>	)	<b>Case No. 02-02771-BGC-11</b>
	)	
<b>Debtor-in-Possession</b>	)	

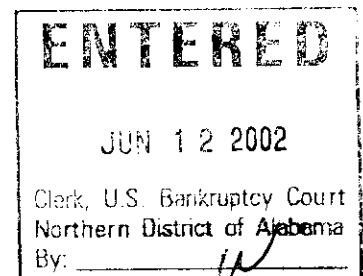
**STIPULATED CONFIDENTIALITY AGREEMENT AND ORDER**

In connection with the above-referenced bankruptcy case, Shook & Fletcher Insulation Co. (the “**Debtor**”) and Travelers Casualty and Surety Company (“**Travelers**”) (collectively, the “**Parties**”), by and through their undersigned counsel, agree and stipulate as follows:

1. This Stipulated Confidentiality Agreement and Order (the “**Agreement and Order**”) shall govern all documents and other materials produced by the parties, and any copies, summaries, pleadings or transcripts containing quotations therefrom, that a party designates as “confidential” in accordance with paragraph 2 (hereinafter the “**Designated Material**”).

2. The Designated Material shall consist only of such documents or other materials that a party in good faith deems to constitute a trade secret or non-public information of a business sensitive nature.

3. The fact that any information is disclosed or produced in discovery or at a hearing herein shall not be construed as a waiver of confidentiality in any other context or proceeding before any court, agency or tribunal or as evidence of whether such information is or is not confidential.



4. The parties agree that they shall not argue waiver of attorney-client privilege, attorney work product privilege, or any other applicable protection based on the documents and other materials exchanged between the Parties and shall immediately return, if requested, any inadvertently produced privileged documents or materials. The Parties further agree not to use in this litigation in any manner whatsoever any inadvertently produced privileged documents or materials.

5. Designated Material shall not be delivered, exhibited, disclosed or communicated, to anyone other than the following persons:

- (a) The Parties;
- (b) Counsel of record for the Parties;
- (c) Paralegal, stenographic, clerical and other employees of counsel of record whose duties justify their need to review and know such confidential information and are informed of the confidential nature of such information;
- (d) Court reporters and employees of court reporters engaged by counsel to record and transcribe testimony;
- (e) Independent experts and consultants employed by counsel for the Parties;
- (f) Any person from whom testimony is taken or to be taken in this bankruptcy case regarding information contained in designated material, provided that such a person may only be shown copies of designated material during his or her testimony or in the actual course of preparation and may not retain any designated material; and
- (g) The Court presiding over this matter.

6. Designated Material shall be marked or otherwise identified as “Confidential.” However, the inadvertent failure to mark or identify a document as “Confidential” shall not be construed as a waiver of confidentiality with respect to such document or any other document.

7. In lieu of marking or identifying the original of a document, if the original is not produced, the designating party may mark or identify the copies that are produced or exchanged. Originals shall be preserved for inspection.

8. Any deposition or other testimony containing confidential subject matter, or referring to the contents of any documents identified as confidential, may be identified as confidential by declaring orally on the record that certain testimony contained therein is confidential. Alternatively, a party may, within 15 days after receiving a transcript of a deposition, designate pages of the transcript (and exhibits thereto) as confidential. Until the expiration of the 15-day period, the entire deposition will be subject to protection against disclosure under this Agreement and Order. If any testimony given in this action is so designated, each deposition transcript that contains confidential information shall be separately transcribed, bound and sealed together with any document introduced as an exhibit.

9. Designated Material produced in this bankruptcy case shall be used solely for the purpose of this bankruptcy case and not for any other purpose. Designated Material may be used in this bankruptcy case as follows:

(a) During the course of a deposition, as set forth in subparagraph 5(f) above, provided the confidentiality is preserved;

(b) In hearings or conferences with the Court to the extent necessary in argument of any motions or similar requests for action by the Court; and

(c) At any evidentiary hearing in this bankruptcy case.

10. Persons specified in subparagraph 5(f) from whom testimony is taken in this case shall be provided with a copy of this Agreement and Order and shall agree on the record to abide by the terms thereof.

11. Designated Material shall not be disclosed to persons specified in subparagraph 5(e) until such persons have executed a written confidentiality agreement, in the form attached hereto as Exhibit A.

12. In the event a party wishes to use any confidentiality information in any affidavits, briefs, memoranda of law, or other papers filed in this litigation, such confidential information used therein shall be filed under seal.

13. The Clerk of Court is hereby directed to maintain under seal all documents, pleadings, motions or transcripts of deposition testimony, or exhibits thereto, filed with the Court in this litigation that a party has designated, in whole or in part, as confidential or as containing confidential information or as being subject to the Agreement and Order.

14. Upon conclusion of this bankruptcy case, unless otherwise agreed in writing by an attorney of record for the designating party, each party and all persons to whom Designated Material is disclosed shall return such Designated Material, including all copies thereof, to the designating party unless such material has been made public pursuant to this Agreement and Order or subsequent agreements. All obligations of confidentiality and non-disclosure shall remain in existence regardless of whether or not the confidential information is returned to the designating party or destroyed.

15. In the event that any unauthorized disclosure of confidential information occurs, the receiving party will immediately give notice to the disclosing party and assist the disclosing party in remedying any such unauthorized use or disclosure.

16. No part of the provisions of this Agreement and order may be terminated, except by stipulation executed by counsel of record for the designated party or in accordance with paragraph 17. The provisions of this Agreement and Order, insofar as they restrict the communication, treatment and use of confidential material, shall continue to be binding after the termination of this bankruptcy case.

17. Any party may object to the designation of any material as confidential by serving written notice of objection on all other parties specifying with reasonable particularity the materials to which objection is made. If within 10 days after the service of such notice the party that wishes the identified material to be deemed confidential does not agree to withdraw the confidential specification, the objecting party may move the Court for a determination of the validity of its objection and request that, with respect to the identified document, it be relieved from the restriction of this Agreement and Order. In the event such a request or motion is filed, confidentiality of the material in issue shall be preserved pending resolution of the issue by the Court.

18. This Agreement and Order shall not restrict in any way the rights or ability of a party with respect to its own documents.

19. This Agreement and Order shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to the principles of conflict of such jurisdiction.

20. The United States Bankruptcy Court for the Northern District of Alabama shall retain jurisdiction to enforce this Agreement and order and to resolve any and all disputes with respect to the same.

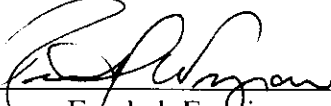
Dated: JUN 1 2 2002

  
United States Bankruptcy Judge

AGREED:

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

Date: June 7, 2002

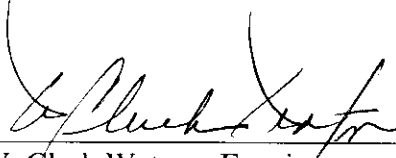
  
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